

APR 6 - 1981 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D. C.1-036A046
No. APR 6 1981
Date.....
Fee \$ 10.00
J. H.
ICC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provisions of 49 USC 11303 (formerly Section 20(c) of the Interstate Commerce Act), as amended, are the original and five counterparts of a First Amendment to Equipment Lease dated as of May 15, 1980.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

RECEIVED
APR 6 11 01 AM '81
I.C.C.
FEE OPERATION BR.

Lessor: Continental Illinois National Bank and
Trust Company of Chicago, as Trustee
under Consumers Power Trust No. 80-1
30 North LaSalle Street
Chicago, Illinois 60693

Lessee: Consumers Power Company
212 West Michigan Avenue
Jackson, Michigan 49201

The undersigned is the Lessor mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original First Amendment to Equipment Lease to Robert C. Nash, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By

Its *Amulb*
SECOND VICE PRESIDENT

Enclosures
(Consumers Power No. 80-1)

SCHEDULE A

DESCRIPTION OF UNITS OF EQUIPMENT

Manufacturer of Equipment:

Pullman Incorporated (Pullman
Standard Division)

Description and Mark and
Number of Units of
Equipment:

Seven hundred (700) 4,100 cubic
foot, 54'7" long, high side, flat
bottom, open top, gondola cars
marked and numbered CPOX 1200
to CPOX 1899, both inclusive

Maximum Aggregate Lessor's
Cost of Equipment:

\$43,000 per Unit (\$30,100,000
for 700 Units)

Place of Delivery:

Kentucky

Outside Delivery Date:

December 1, 1980

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APR 6 - 1981 11:10 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT

Dated as of December 10, 1980

To

EQUIPMENT LEASE

Dated as of May 15, 1980

Between

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO,
as Trustee under Consumers Power Trust No. 80-1
Lessor

and

CONSUMERS POWER COMPANY
Lessee

(Consumers Power Trust Co. 80-1)
(700 Gondola Cars)

FIRST AMENDMENT TO EQUIPMENT LEASE

This FIRST AMENDMENT TO EQUIPMENT LEASE dated as of December 10, 1980 (the "First Amendment") between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not individually but solely as trustee (the "Lessor") under a Trust Agreement dated as of May 15, 1980 between the Lessor and THIRTEENTH HFC LEASING CORPORATION, a Delaware corporation, and CONSUMERS POWER COMPANY, a Michigan corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee are parties to that certain Equipment Lease dated as of May 15, 1980 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Exhibit A attached to said Lease; and

WHEREAS, the Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission of June 9, 1980 and has been assigned Recordation No. 11881; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

Section 14(c) of the Lease shall be and the same is hereby amended in its entirety to read as follows:

"(c) Subordination of Interest of Assignee. It is further understood and agreed that the right, title and interest of the Assignee shall by the terms of any instrument or instruments granting and conveying any interest in any Unit or Units to the Assignee be subject to the rights and duties of the Lessee as provided hereunder in and to the Equipment."

Whenever in any certificate, letter, notice or other instrument reference is made to the Lease, such reference without more shall include reference to this First Amendment.

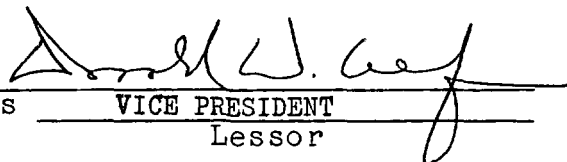
This First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Amendment.

Except to the extent hereby amended and modified, the Lease is in all respects ratified, confirmed and approved.

This First Amendment is dated as of December 10, 1980 for convenience of identification but is delivered by the parties hereto and becomes effective on the date of Filing with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. §11303 (formerly Section 20(c) of the Interstate Commerce Act).

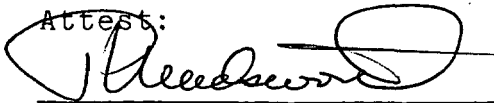
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, not
individually but solely as Trustee
under Consumers Power Trust No. 80-1


By 
Its VICE PRESIDENT
Lessor

[Corporate Seal]

Attest:



Trust Officer

CONSUMERS POWER COMPANY

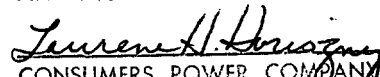
By 
Its Executive Vice President
Lessee

[Corporate Seal]

Attest:


Secretary

APPROVED AS TO FORM


CONSUMERS POWER COMPANY
LEGAL DEPARTMENT

STATE OF ILLINOIS)

SS

COUNTY OF COOK

On this 2nd day of March, 1980, before me personally appeared DONALD W. ALFVIN, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires: **My Commission Expires July 2, 1984**

STATE OF MICHIGAN)

SS

COUNTY OF JACKSON)

On this 12th day of March, 1980, before me personally appeared W. R. Boris, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of CONSUMERS POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My commission expires:

MARLA A. FALL

NOTARY PUBLIC, Jackson County, Michigan

My Commission Expires February 28, 1983